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September 12, 2023

AEPA IFB No. 024-A

Marketing Plan – EXHIBIT A

I. Executive Summary-

Sport Surfaces Distributing, together with vendor partner Miller Sports are well positioned in the national marketplace to increase sales of courts, running tracks, and synthetic turf fields through AEPA. All are successful and highly regarded regional vendors.

II. Challenges-

The challenges faced are structural, including the potential for national and worldwide economic slowdown, and specific, including the competition from other cooperatives and from other vendors.

III. Situation Analysis-

Company - Sport Surfaces Distributing, Inc. has been a AEPA vendor for over sixteen years. They operate in twelve states. They train and promote from within, they utilize employees for labor, not subcontractors.

Vendor Partners - Miller Sports is a dominant regional contractor and vendor.

Customers - Sport Surfaces Distributing, Inc. caters to government and institutional customers exclusively. Through years of experience, they have developed a deep list of satisfied customers.

Competition - The competition from other vendors is stiff, but the sports surfaces marketplace is a niche market, and few others have the resources or the references that we do. We believe we can increase our market share regardless of the economic climate.

Collaborators - We are affiliated with distributors and material suppliers and partner with contractors in other regions to allow us a national presence in the marketplace. Our vendor partners are one of our greatest strengths. Our purchasing volume allows us to be extremely competitive while providing superior level of service.

Strengths - Experience, reputation, and financial strength.

Weaknesses - We do not have the same name recognition as some large national players.

Opportunities - We see the possibility for the greatest growth in the outdoor market, tennis, fields, and tracks.

Threats - The greatest threats are from foreign manufacturers and from new and inexperienced players entering the marketplace.

IV. Market Segments

- K-12
- University
- County Rec Centers
- Private Clubs
- Church

V. Alternative Marketing Strategies

Offer the customer what they want, what fills their need, rather than what we want to sell. Decrease emphasis on low-selling items, increase marketing efforts towards more popular items.

VI. Marketing Strategy

Products: Represent proven manufacturers with well-respected products. Resist the temptation to sell inexpensive knock-offs for the price advantage.

Price: Leverage volume purchasing power into the lowest prices to the customer.

Place: Be licensed and able to operate in as broad-based a territory as possible. Be ready to expand when opportunity or need arises.

Promotion: Actively work to have our products specified. We work directly with owners and designers to meet their needs with the products that are right for them at the lowest prices in the market.

VII. AEPA Marketing Strategy

Contract Launch – We will reach out to all current and new agencies, to include in-person meetings at their offices.

Advertisements – We will furnish each agency with handouts and marketing materials targeted to their states to include their logo.

Trade Shows – We will support and attend trade shows in the member states.

VIII. Projections

We see continued strong growth in the coming years.

IX. Conclusion

We are well positioned to increase sales of Sport Surfaces through AEPA. Our team, experience, good will and economic strength put us in position to take advantage of growth possibilities in the near and long term.

Part D - Questionnaire

AEPA 024-A

NATURAL & SYNTHETIC SURFACES FOR SPORTS FIELDS, TRACKS, COURTS, PLAYGROUND & LANDSCAPING APPLICATIONS

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled ***“Part D – Questionnaire – Name of Company”***.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: Robert Cohen Co., LLC dba Sport Surfaces Distributing, Inc.

Company Address: 207 Calle Industrial

City, State, zip code: Bernalillo, NM 87004

Website: www.sport-surfaces.com

Contact Person: Robert Cohen

Title: President

Phone: 505-243-2971

Email: rcohen@sport-surfaces.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: ☐ public company ☒ privately owned company

In what year was this business started under its present name? 1998

Under what additional, or, former name(s) has your business operated? Robert Cohen Co., LLC

Is this business a corporation? ☐ No ☒ Yes. If yes, complete the following:

Date of Incorporation: February 26, 1998

State of Incorporation: New Mexico

Name of President: Robert Cohen

Name(s) of Vice President(s): n/a

Name of Treasurer: n/a

Name of Secretary: Catherine Cohen

Is this business a partnership? ☒ No ☐ Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? ☒ No ☐ Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? ☒ No ☐ Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? ☒ No ☐ Yes

Is this business minority-owned? ☒ No ☐ Yes

Does this business have an Affirmative Action plan/statement? ☐ No ☒ Yes

Business Headquarter Location

Business Address 207 Calle Industrial

City, State, zip code Bernalillo, NM 87004

Phone 505-243-2971

How long at this address? 2 years

Business Branch Location(s)

Branch Address 99 E Virginia Ave, #260

City, State, zip code Phoenix, AZ 85004

Branch Address 827 Lincoln Ave. West, Ste 15 (Miller Sports)

City, State, zip code West Chester, PA 19380

Branch Address

City, State, zip code

Branch Address

City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	6,000,000	10,000,000	7,000,000
Higher Education Institutions	500,000	650,000	350,000
Counties, Cities, Townships, Villages	2,500,000	4,800,000	300,000
States	1,000,010	3,200,000	1,200,000
Other Public Sector & Non-profits			
Private Sector			
Total	10,000,010	18,650,000	8,850,000

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	5,000,000	8,000,000	6,000,000
Higher Education Institutions	500,000	650,000	350,000
Counties, Cities, Townships, Villages	2,500,000	4,800,000	300,000
States	1,000,010	3,200,000	1,200,000
Other Public Sector & Non-profits			
Private Sector			
Total	9,000,010	16,650,000	7,850,000

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Robert Cohen	President	505-243-2971	rcohen@sport-surfaces.com
Sales Manager	Preston Dennard	Sales Manager	505-243-2971	pdennard@sport-surfaces.com
Marketing Manager	Preston Dennard	Sales Manager	505-243-2971	pdennard@sport-surfaces.com
Customer & Support Manager	Roger Lucero	Technical Support	505-243-2971	rlucero@sport-surfaces.com
Distributors, Dealers, Installers, Sales Reps	Miller Flooring Co.	Vendor Partner	610-626-1000	bill@millerflooring.com
Consultants & Trainers	Roger Lucero	Technical Support	505-243-2971	rlucero@sport-surfaces.com
Technical, Maintenance & Support Services	Roger Lucero	Technical Support	505-243-2971	rlucero@sport-surfaces.com
Quotes, Invoicing & Payments	Linda Jones	Accounting Manager	505-243-2971	ljones@sport-surfaces.com
Warranty & After the Sale	Victoria Medina	Project Coordinator	505-243-2971	vmedina@sport-surfaces.com
Financial Manager	Linda Jones	Accounting Manager	505-243-2971	ljones@sport-surfaces.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
Preston Dennard	Albuquerque	NM
Colton Moore	Phoenix	AZ
Steve Brown	West Chester	PA
Jared Hartley	Linthicum	MD

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

We will coordinate sales training with AEPA and invite our sales staff to the annual AEPA roundtables to help them gain an understanding of the benefits. We will include promotion of the benefits of our partnership on our website, literature, and presentations as well as distribute training materials to ensure our sales force is able to convey the advantages to our clients and understand the benefits of the contract.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

We are affiliated with distributors and material suppliers and partner with contractors in other regions to allow us a national presence in the marketplace. Our vendor partners are one of our greatest strengths. Our purchasing volume allows us to be extremely competitive while providing superior level of service. We are well positioned to increase sales of Sport Surfaces through AEPA. Our team, experience, good will and economic strength put us in position to take advantage of growth possibilities in the near and long term.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

We are proposing products manufactured by ACT Global, SporTurf, and Tencate, Tiger Turf, Shaw Turf, Mondo America, Stockmeier Urethanes, Sport Surfaces Distributing, Inc. (SSDI), DecoTurf, Plexipave, Plexitrac, Laykold, California Products, Sportmaster, Douglas, 10-S, Schmitz, Gill Porter, Putterman, Premier Silica, Ultimate RB, and Armor and to offer the following types of services:

Design services, grading, paving, structural concrete, fencing, drainage, synthetic turf field accessories and equipment, Slit film synthetic turf, Monofilament synthetic turf, Blended synthetic turf, Landscape synthetic turf, Natural Grass from seed, Natural Grass from sod, Shock pads, Drainage pads, Game lines and logos, Maintenance, Repairs, Post tensioned concrete, Track and court accessories and equipment, Acrylic track surfaces, Polyurethane track surfaces, Prefabricated rubber track surfaces, Acrylic court coating systems, Cushioned court coating systems, Striping

Provide a detailed description of how your products shall be installed.

All products shall be installed per manufacturer's guidelines.

Describe how your company will adhere to the minimum standards and requirements as outlined in Part B for the category or categories you are submitting a response(s)

All products shall be installed per manufacturer's guidelines.

Distribution

Describe how your company proposes to provide, based upon the category(s), the products and services nationwide, regionally, or at the local level.

We will coordinate sales training with AEPA and invite our sales staff to the annual AEPA roundtables to help them gain an understanding of the benefits. We will include promotion of the benefits of our partnership on our website, literature, and presentations as well as distribute training materials to ensure our sales force is able to convey the advantages to our clients and understand the benefits of the contract.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Sales/Service/Distribution/Support	Albuquerque	NM
Sales/Service/Distribution/Support	Lindenhurst	IL
Sales/Service/Distribution/Support	West Chester	PA
Sales/Service/Distribution/Support	Jackson	MI
Sales/Service/Distribution/Support	Santa Ana	CA

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Sport Surfaces Distributing, Inc. (SSDI) strives to meet its commitment of integrity, service, and performance on every project and expects the same from its vendor partners, subcontractors, and suppliers. SSDI requests the following information from its subcontractors and a determination is made based on the answers. SSDI's subcontractor evaluation assures consistency from job to job. Our evaluation criteria includes: years in business, client references, trade references relevant experience, previous experience with SSDI, price, financial capability, and safety and workers comp ratings.

Sport Surfaces Distributing, Inc. is partnering with Miller Sports to furnish products and services nationwide under this contract. This firm has partnered with us on earlier AEPA contracts and has a proven track record of furnishing quality solutions for schools. Contractors licensing information is attached.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in the solicitation categories for the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Miller Sports Construction			Robert Cohen Co., LLC		
Pennsylvania	PA001891	Contractors License	New Mexico	61317	Contractors License
Delaware	1993102886	Contractors License	Arizona	ROC300032	Contractors License
Maryland	12441789	Contractors License	California	890671	Contractors License
New York	180326000167	Business License	Texas		
New Jersey	605507	Contractors License	Colorado		
Virginia	2705163113	Contractors License			
Washington DC	C00005550232	Business License			
West Virginia	2348-9002	Business License			

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

We're always seeking opportunities and seeking partnerships with organizations that are wither a small or MWBE businesses as defined by the SBA.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

We're always open to subcontracting to local vendors if an agency has any preference.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Robert Cohen	President & CEO SSDI	505-243-2971	rcohen@sport-surfaces.com
Preston Dennard	Sales Manager, SSDI	505-999-8085	pdennard@sprt-surfaces.com
Bill Miller	President, Miller	610-626-1000	bill@millerflooring.com
Steve Brown	Regional Sales Dir, Miller	443-910-2390	sbrown@millerflooring.com
Jared Hartley	Regional Sales Dir, Miller	410-564-7619	jhartley@millerflooring.com

Describe how this business marketed its products and services to schools, governmental, nonprofit organizations, and other public sector entities in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

SEE ATTACHED SHEET OF SAME TITLE

Marketing Activities

PASBO (PA Association of School Business Officials)
PSADA (PA State Athletic Directors Association)
DVASBO (Delaware Valley Association of School Business Officials)
ASBO (Association of School Business Officials)
MFMA (Maple Flooring Manufacturer's Association)
NIRSA (National Intramural-Recreational Sports Association)
ASBA (American Sports Builder's Association)
AFCA (American Football Coaches Association)
ABCA (American Baseball Coaches Association)
NSCAA (National Soccer Coaches Association)
NSBA (National School Boards Association)
Sandford Strength & Conditioning Conference
CEFPI (Council of Education Facility Planning Intl)
NEO CON
NACBA (National Association of Church Business Administration)
CEFPI (Council of Educational Facility Planning Intl)
NRPA (National Recreation & Park Association)
WADA (Wisconsin Athletic Directors Association)
Athletic Business Expo Show
USA Track/Field/Cross Country Coaches Association
Midwest Facility Masters Conference
NMAA (New Mexico Activities Association)
AIAAA (Arizona Interscholastic Athletic Administrators Association)
NMTCC (New Mexico Track & Cross Country Association)
USTFCCCA (US Track and Field and Cross Country Coaches Association)
NAACS (Native American Association of Charter Schools)
NMCSC (New Mexico Charter School Association)
AIA NM (American Institute of Architects)
CSI (Construction Specifiers Institute)
CES Facilities Managers Workshop
NMAASBO
THSCA (Texas High School Coaches Association)
California Parks & Rec

Describe how your company will market the resulting contract to eligible AEPA Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

We will emphasize that AEPA contracts are nationally awarded, but locally bid.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

We will coordinate with member agencies to maximize promotion of the contract and market our partnership in a team effort. We will provide marketing materials and training to our nationwide sales team to further convey the benefits of this partnership to our clients. We will coordinate marketing efforts with AEPA through multimedia public relations campaigns, handouts and brochures, partnering at trade shows, social media cross-promotion, on-site support, special event coordination, and website promotion. **Marketing plan attached as Exhibit B.**

Environmental Initiatives

Describe how your products and/or services support environmental goals.

The manufacturers we represent are industry leaders when it come to protecting the environment. We offer alternative infills, low-emitting paints and finishes, and recycled rubber track and turf products. Many of our offerings provide points towards LEED facility certification. We offer consultation at no additional charge to facilitate environmental objectives.

Mondo's vulcanized rubber running track surfaces, made with the sap of the Hevea, or rubber tree, are safe for the environment at every stage of their life: production, storage, installation and eventually, when disposed and recycled.

Rubber trees take 4 years to mature, and then produce sap for the remainder of their 26-year life expectancy, so are classified as a sustainable and rapidly renewable resource. After life, the trees can be repurposed into furniture. Harvesting the sap, like taking syrup from a maple tree, does not harm the tree. Rubber flooring is one of the few manufactured products on the world today that is actually beneficial to the CO2 levels on the planet because the rubber trees emit more oxygen than the manufacturing process consumes.

Mondo tracks do not off-gas or contain harmful components and are GreenGuard Gold certified for indoor use. They meet rigid California Section 01350 requirements for indoor air quality. There is a world of difference between natural rubber, polyurethane, and latex. Of the three, only natural rubber is safe for the environment because it is the only one without hazardous materials, heavy metals, or toxic emissions of any kind.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Yes, all of our Mondo America line does have third-party environmental certifications.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

We invest significant time and energy into finding sustainable solutions and furnishing environmentally friendly products. Our goal is to reduce our carbon footprint, re-purpose, and recycle old flooring, and to offer sustainable alternatives on future projects.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

85% we're constantly in search of new options to improve environmental sustainability without compromising quality or customer satisfaction.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

If applicable, describe your company's ability to integrate into other ecommerce sites:

1. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
2. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

We are not integrated into any ecommerce sites.

Disclosures

Legal: Does this business have legal actions currently filed against it? ✓ **No** **Yes**

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. CES	David Chavez	Executive Director	505-344-5470	david@ces.org
2. Albuquerque PS	John DuFay	Director of Facilities	505-765-5950	dufay@aps.edu
3. Los Lunas Schools	Andy Garcia	Director of Construction	505-866-2493	ajgarcia@lsschools.net
4. City of St Peters	Pamela Bickford	Purchasing Specialist	636-477-6600	pbickford@stpetersmo.net
5. St Cloud St Univ	Ron Sebring	Dir of Ath Facilities	320-308-3325	rsebring@stcloudstste.edu

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: Each Category is divided into 8 Regions and a bidder will need to bid on a minimum of one (1) Category and one (1) Region to be considered for an award.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	Yes- SSDI	X	X
Colorado	Yes	Yes- SSDI	X	
Connecticut	Yes	Yes- Miller		
Florida	Yes	No	X	
Georgia	Yes	No	X	
Illinois	No	-----	-	
Indiana	Yes	No	X	
Iowa	Yes	No	X	
Kansas	Yes	Yes- SSDI	X	
Kentucky	Yes	No	X	
Massachusetts	No	-----	-	
Michigan	Yes	No	X	
Minnesota	Yes	No	X	
Missouri	Yes	No	X	
Montana	Yes	Yes- SSDI	X	
Nebraska	Yes	No	X	
New Jersey	Yes	No		
New Mexico	Yes	Yes- SSDI	X	
North Dakota	Yes	No	X	
Ohio	Yes	No	X	
Oregon	Yes	No	X	
Pennsylvania	Undecided	Yes- Miller	X	X
South Carolina	Yes	No	X	
Texas	Yes	Yes- SSDI	X	X
Virginia	Undecided	Yes- Miller	X	X
Washington	Yes	No	X	
West Virginia	Undecided	Yes- Miller	X	X
Wisconsin	Yes	No		
Wyoming	Yes	Yes- SSDI	X	

e-Commerce: Does this business have an e-commerce website? ✓ No Yes

If YES, what is the website?

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? **No** ☒ **Yes**

Does this business have a toll-free customers support phone option?

No

_____ ☒

Yes

Does this business offer local customer and support service options?

No

_____ ☒

Yes

State your normal delivery time (in days) and any options for expediting delivery.

Delivery time varies depending on the type of product being ordered and whether that material is in stock or has to be produced. This can be from 14 days to 84 days.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Backorders will be filled when available.

Describe your company's payment terms as well as any quick pay discounts. Does your company take ACH transactions?

1% 10 days, Net 30

Yes, ACH transactions are accepted.

State your company's return policy and any applicable restocking fees.

We do not charge for restocking, however some of the manufacturers we represent do. Manufacturer's restocking charges will be passed through without mark-up. No returns on special orders.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

We have recently expanded our delivery capabilities by adding additional staff to our logistics and operations departments.

Pricing

Is your pricing methodology guaranteed for the term of the contract?

No

_____ ☒

Yes

Will you offer customized price lists to participating entities as required per the pricing terms of Part A?

No

_____ ☒

Yes

Will you offer hot list pricing (optional) as described in the pricing terms of Part A?

No

_____ ☒

Yes

Will you offer volume price discounts as described in the pricing terms of Part A?

No

_____ ☒

Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?

No

_____ ☒

Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

☒ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
 _____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ No ☒ Yes

If YES, identify which cooperative and the respective expiration date(s).

CES- Various; GSA- Expires 2024; 1GPA- Various

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

We will always lead with AEPA.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer Municipal Lease Financing arrangements _____ No ☒ Yes

If Yes, please indicate how the rate factor is determined and other cost factors below.

Market rates set by leasing company.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	

4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

✓	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

✓	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



207 Calle Industrial
Bernalillo, New Mexico 87004
Toll Free 877-395-1978 Fax 505-243-2975
AZ License ROC210774 ROC216463
www.sport-surfaces.com

September 12, 2023

AEPA IFB No. 024-A

Marketing Plan – EXHIBIT B

I. Executive Summary-

Sport Surfaces Distributing, together with vendor partner Miller Sports are well positioned in the national marketplace to increase sales of courts, running tracks, and synthetic turf fields through AEPA. All are successful and highly regarded regional vendors.

II. Challenges-

The challenges faced are structural, including the potential for national and worldwide economic slowdown, and specific, including the competition from other cooperatives and from other vendors.

III. Situation Analysis-

Company - Sport Surfaces Distributing, Inc. has been a AEPA vendor for over sixteen years. They operate in twelve states. They train and promote from within, they utilize employees for labor, not subcontractors.

Vendor Partners - Miller Sports is a dominant regional contractor and vendor.

Customers - Sport Surfaces Distributing, Inc. caters to government and institutional customers exclusively. Through years of experience, they have developed a deep list of satisfied customers.

Competition - The competition from other vendors is stiff, but the sports surfaces marketplace is a niche market, and few others have the resources or the references that we do. We believe we can increase our market share regardless of the economic climate.

Collaborators - We are affiliated with distributors and material suppliers and partner with contractors in other regions to allow us a national presence in the marketplace. Our vendor partners are one of our greatest strengths. Our purchasing volume allows us to be extremely competitive while providing superior level of service.

Strengths - Experience, reputation, and financial strength.

Weaknesses - We do not have the same name recognition as some large national players.

Opportunities - We see the possibility for the greatest growth in the outdoor market, tennis, fields, and tracks.

Threats - The greatest threats are from foreign manufacturers and from new and inexperienced players entering the marketplace.

IV. Market Segments

- K-12
- University
- County Rec Centers
- Private Clubs
- Church

V. Alternative Marketing Strategies

Offer the customer what they want, what fills their need, rather than what we want to sell. Decrease emphasis on low-selling items, increase marketing efforts towards more popular items.

VI. Marketing Strategy

Products: Represent proven manufacturers with well-respected products. Resist the temptation to sell inexpensive knock-offs for the price advantage.

Price: Leverage volume purchasing power into the lowest prices to the customer.

Place: Be licensed and able to operate in as broad-based a territory as possible. Be ready to expand when opportunity or need arises.

Promotion: Actively work to have our products specified. We work directly with owners and designers to meet their needs with the products that are right for them at the lowest prices in the market.

VII. AEPA Marketing Strategy

Contract Launch – We will reach out to all current and new agencies, to include in-person meetings at their offices.

Advertisements – We will furnish each agency with handouts and marketing materials targeted to their states to include their logo.

Trade Shows – We will support and attend trade shows in the member states.

VIII. Projections

We see continued strong growth in the coming years.

IX. Conclusion

We are well positioned to increase sales of Sport Surfaces through AEPA. Our team, experience, good will and economic strength put us in position to take advantage of growth possibilities in the near and long term.



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 024-A

NATURAL & SYNTHETIC SURFACES FOR SPORTS FIELDS, TRACKS, COURTS, PLAYGROUND & LANDSCAPING APPLICATIONS

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled ***"Part E – Signature Forms – Name of Bidding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.


Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	<i>RC</i>
2. Termination for Cause of Convenience	Yes	<i>RC</i>
3. Equal Employment Opportunity	Yes	<i>RC</i>
4. Davis-Bacon Act	Yes	<i>RC</i>
5. Contract Work Hours and Safety Standards Act	Yes	<i>RC</i>
6. Right to Inventions Made Under a Contract or Agreement	Yes	<i>RC</i>
7. Clean Air Act and Federal Water Pollution Control Act	Yes	<i>RC</i>
8. Debarment and Suspension	Yes	<i>RC</i>
9. Byrd Anti-Lobbying Amendment	Yes	<i>RC</i>
10. Procurement of Recovered Materials	Yes	<i>RC</i>
11. Profit as a Separate Element of Price	Yes	<i>RC</i>
12. General Compliance with Participating Agencies	Yes	<i>RC</i>
13. Governing Law; Forum Selection.	Yes	<i>RC</i>

Robert Cohen Co., LLC dba Sport Surfaces Distributing, Inc.
Name of Business


Signature of Authorized Representative

Robert J. Cohen, President
Printed Name

September 08, 2023
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Robert J. Cohen

Authorized Representative (Please print or type)

207 Calle Industrial

Mailing Address

President

Title (Please print or type)

Bernalillo, NM 87004

City, State, Zip



Signature of Authorized Representative

September 08, 2023

Date



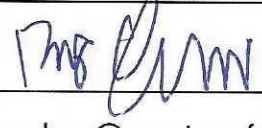
Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Robert Cohen Co., LLC dba Sport Surfaces Distributing, Inc.	Date	September 08, 2023
Address	207 Calle Industrial	City, State Zip	Bernalillo, NM 87004
Contact Person	Robert J. Cohen	Title	President
Authorized Signature		Title	President
Email	rcohen@sport-surfaces.com	Phone	(505)243-2971

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2025 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	3/1/2024	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
X	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
N/A	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Association of Educational Purchasing Agencies
Tabulation Report IFB #024-A - Athletic Surfaces -
Natural & Synthetic Surfaces for Sport Fields, Tracks,
Courts, Playground & Lanscaping Applications
Vendor: Robert Cohen Co., LLC

General Comments:

General Attachments: 10-s-supply-spring-2023.pdf
2023_GIII_Facilities_Catalog_1.pdf
2023_GIII_Track_Catalog_1.pdf
ActGlobal-Corporate-Brochure-2019-sm.pdf
Armor Crack Process.pdf
Bid Bond - Robert Cohen Co LLC dba Sport Surfaces Distributing Inc.pdf
Combat Turf Spec op.pdf
DecoColorBrochure.pdf
Douglas-Sports-Catalog-23.pdf
Exhibit A - Marketing Plan - Robert Cohen Co LLC dba Sport Surfaces Distributing Inc.pdf
Laykold-Color-Chart-Standard.pdf
Legion 2.0 Cut Sheet.pdf
MonoSport 411-45.pdf
NGI Titan Cut Sheet.pdf
Part D - Questionnaire - Robert Cohen Co LLC dba Sport Surfaces Distributing Inc.pdf
Part E - Signature Forms - Robert Cohen Co LLC dba Sport Surfaces Distributing Inc.pdf
Part F - Pricing Schedule - Robert Cohen Co LLC dba Sport Surfaces Distributing Inc.xlsx
Plexitrac-brochure-905-99.pdf
Porter basketball catalog 2023.pdf
Porter volleyball catalog 2023.pdf
Product Sheet_MondoRun-EN_en (1).pdf
Product Sheet_Mondotrack-WS_EN_R11-2016.pdf
Product Sheet_Sportflex M_EN_R11-2016.pdf
Product Sheet_SuperX720_EN_R11-2016.pdf
Product Sheet_Super X Performance_EN_R11-2016.pdf
Putterman Athletics Catalog.pdf
SportMaster-Catalog.pdf
Sporturf Fast-Grass AT740.pdf
Sporturf GameChanger 3C-46Q.pdf
Sporturf PowerHouse 2C-46H.pdf
Sporturf True-Grass-407-40.pdf
SS-2000 Structural Spray.pdf
SS-3000 Sealed Structural Spray.pdf
SS-4000 Sandwich.pdf
SSDI Price List_2023.pdf
Stobitan-Brochure-Running-Tracks-English 2023.pdf
Tencate GEOGREEN - 1.75in. 45oz..pdf
Tencate GEOGREEN TDS - 2.25in 50oz.pdf
Tencate PROSPORT XPS - 1.625in 56oz.pdf
Why Shaw Sports Turf.pdf